AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and the Vermont Program for Quality in Health Care (VPQHC) (hereinafter called "Contractor") with principal place of business in Montpelier, VT that the contract dated March 1, 2015 is to be retroactively amended effective February 29, 2016 as follows:

- 1. By deleting Section 3, Maximum Amount, on page 1 of 16 of Amendment 1, and substituting in lieu thereof the following Section 3:
 - 3. <u>Maximum Amount.</u> In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$228,546.00. See Attachment B, #1, FUNDING and PERIOD OF PERFORMANCE AUTHORIZATON REQUIREMENT.
- 2. By deleting Section 4, Contract Term, on page 1 of 24 of Amendment 1, and substituting in lieu thereof the following Section 3:
 - **4.** <u>Contract Term.</u> The period of Contractor's performance shall begin on March 1, 2015 and end on December 31, 2016. See Attachment B, #1, FUNDING and PERIOD OF PERFORMANCE AUTHORIZATON REQUIREMENT.

Services performed between March 1, 2016 and the start of this contract amendment that are in conformity with Attachment A can be billed under this contract.

3. By deleting Attachment A of Amendment 1 and substituting in lieu thereof the following amended version of Attachment A:

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

I. Role of the Contractor

The Contractor will serve as a Quality Improvement (QI) facilitator providing support to "integrated care teams" in communities across the state participating in a Care Management Learning Collaborative. QI facilitation requires competencies including implementing quality improvement methods, team facilitation, group dynamics, understanding and using data, and project management.

Vermont's interdisciplinary integrated care teams will consist of care coordinators and leaders from various medical and social service organizations, such as Primary Care and Specialty Practices; Designated Mental Health Agencies; Visiting Nurse Associations and Home Health Agencies; Hospitals and Skilled Nursing Facilities; Area Agencies on Aging; Blueprint Community Health Teams and Practice Facilitators; Support and Services at Home (SASH); Accountable Care Organizations (OneCare Vermont, Community Health Accountable Care, and Vermont Collaborative Physicians); Medicaid; Vermont Chronic Care Initiative (including care coordinators); commercial insurers; and people in need of care management services and their families.

As a QI facilitator, the Contractor will work with these integrated care teams to build capacity for effective team-based care, coordinate learning opportunities related to integration of services on behalf

of people who need the services, implement promising interventions to enhance integration, and measure results of those interventions. The primary mechanism for learning and quality improvement will be a Learning Collaborative utilizing the Plan-Do-Study-Act (PDSA) model. The QI facilitator will provide primary support to selected communities. This will include attendance and participation in regularly scheduled meetings in each community, as well as meetings with its project leaders as needed. The QI facilitator will provide support for data collection, management, and interpretation to all pilot communities. This involves assisting teams with a) understanding data sources and using them to identify at-risk people and engage in effective panel management, b) identifying measures for and measuring the impact of selected interventions, and c) promoting an environment of collaborative learning between integrated care teams and across the health system.

The QI facilitator will attend and participate in regularly scheduled meetings of the leadership team of the ICCMLC, as well as state government planning committee and workgroup meetings as requested. The QI facilitator will also participate as a member of the ICCMLC leadership team in the planning, design and presentation of in-person learning sessions and webinars for all pilot communities to enhance their knowledge of processes, methods and tools for integrated care management. The Contractor will also assist the leadership team in the overall evaluation of the ICCMLC efforts across the state. This includes reviewing current literature on recipient of care and provider experience surveys, identifying process and outcome measures, and participating in survey design, testing, and rollout.

The State and the Contractor recognize that communities will initiate and end the Learning Collaborative according to different time frames; not all communities will be active at the same time. The workload associated with additional communities has been estimated at a total level of effort that should not exceed 40 hours per week, on average. If the total level of effort exceeds an average of 40 hours per week, the Contractor shall provide the State with documentation of the time allocated to this agreement in a manner that is agreed upon by both the State and Contractor. If the State determines that an effort beyond an average of 40 hours per week is warranted, either party can initiate an amendment review process to this agreement in order to expand capacity to the Contractor for the additional communities. Alternatively, the Contractor and the State can agree that the Contractor will not be responsible for working with additional communities until the level of effort drops below 40 hours per week.

II. Contractor Activities

The QI facilitator will attend and participate in regularly scheduled meetings of the leadership team of the ICCMLC, as well as state government planning committee and workgroup meetings as requested. The QI facilitator will also participate as a member of the ICCMLC leadership team in the planning, design and presentation of in-person learning sessions and webinars for all communities to enhance their knowledge of processes, methods and tools for integrated care management. The Contractor will also assist the leadership team in the overall evaluation of the ICCMLC efforts across the state. This includes reviewing current literature on recipient of care and provider experience surveys, identifying process and outcome measures, and participating in survey design, testing, and rollout.

The contractor, with support of the ICCMLC leadership team, will work with integrated care teams as designated by the State to:

A. Support Change Management

- 1. Facilitate meetings of the project and planning group teams as needed.
- 2. Coach community leaders in forming multi-disciplinary integrated care teams with a focus on quality improvement.
- 3. Foster integrated care teams' ownership for improving patient care and changing the way the services are provided.
- 4. Work with integrated care teams to assess their performance and establish project goals and parameters.
- 5. Use integrated care team data to assist in establishing sequences and timelines for quality improvement initiatives, and to evaluate the impact of changes.
- 6. Train integrated care teams in conducting PDSA cycles.
- 7. Coach integrated care teams in measuring and interpreting results of change.
- 8. Facilitate communication around evolving roles and relationships.
- 9. Recognize, reinforce, and celebrate success.
- 10. Provide feedback and coaching for integrated care team leaders.

B. Provide Technical Assistance and Training

- 1. Identify skills-based training needs for integrated care teams and front-line care managers, and work with the State to ensure that training occurs.
- 2. Provide technical assistance in identifying models of care, innovative strategies and evidence-based guidelines that support integrated care management.
- 3. Assist in implementing promising interventions.
- 4. Support integrated care teams in using data to identify people in need of integrated care management.
- 5. Assist integrated care teams in measuring and evaluating the results of interventions.

C. Support the Effective Use of Information Technology

- 1. Support integrated care teams in using technology to improve patient care and efficiency.
- 2. As appropriate, assist integrated care teams in implementing data collection tools (e.g., clinical registry, care coordination modules, risk stratification tools) and using them to improve panel management, care management, and other aspects of patient care.

D. Create a Learning Health System

- 1. Foster a shared learning environment through organization-to-organization mentoring.
- 2. Design and implement collaborative learning sessions.
- 3. Participate in shared learning activities of the Expansion and Quality Improvement Program (EQuIP) facilitator group (team meetings, conference calls, training and one-on-one meetings).

E. Connect Integrated Care Teams with the Community

- 1. Support the incorporation of integrated care teams into organization workflow.
- 2. Link integrated care teams with outside resources.

III. Deliverables

- **A.** During the term of this contract, and in collaboration with other contractor(s) and a Learning Collaborative Planning Team, the Contractor will provide:
 - 2. Starting March 1, 2016, monthly written progress reports submitted to State Authorized Representative, highlighting goals, activities, outcomes, timelines, deadlines, progress in each community, progress across all communities, and general progress against the project management plan.
- 4. By replacing in its entirety Attachment B and substituting in lieu thereof the following amended version:

PAGE 5 OF 8 AMENDMENT 2 CONTRACT #28362

ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in sections I-III in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms for this contract are Net 00 days from receipt date of invoice. The payment schedule for delivered products or rates for services performed, and any additional reimbursements, are included in this agreement.

The following provisions specifying payments are:

- 1. FUNDING and PERIOD OF PERFORMANCE AUTHORIZATON REQUIREMENT: This contract is funded by a federal grant and subject to federal approval by the Centers for Medicare and Medicaid Innovation (CMMI). No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed.
 - a. In February, 2015 federal approval was sought for the time period of March 1, 2015-December 31, 2015 in the amount of \$102,324. Contractor may not begin work for the time period of March 1, 2015-December 31, 2015 without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.
 - b. In November, 2015 federal approval was sought for the time period of January 1, 2016-February 29, 2016 in the amount of \$20,891. Contractor may not begin work for the time period of January 1, 2016-February 29, 2016 without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization
 - c. In February, 2016 federal approval was sought for the time period of March 1, 2016-December 31, 2016 in the amount of \$105,331. Contractor may not begin work for the time period of March 1, 2016-December 31, 2016 without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.
- 2. Contractor invoices shall be submitted monthly (using templates in Appendix 1: Required Forms) and shall include billing for the following line items:

Facilitation

The Contractor shall invoice the State monthly on the payment schedule below for facilitation based on reporting requirements outlined in Attachment A. Monthly payments are **inclusive of travel and professional development/training** as needed to support the scope of work.

The Contractor shall invoice the State \$9,533.10 per month for facilitation based on reporting requirements outlined in Attachment A.

These requirements will be considered complete when the State has received the deliverables identified in the scope of work, including:

- a. Facilitation of the planning group team on an as needed basis.
- b. Monthly progress report covering progress in each community, progress across all communities, and general progress against the project management plan.
- c. Evidence of Local meetings with each integrated community team at least twice a month unless otherwise indicated by the State.
- d. Facilitation, coordination, planning and implementation of statewide webinars and in-person learning sessions.

e. Participation in conference calls with State staff, key leadership from pilot communities and meetings of EQuIP facilitators as requested by the State.

Financial reports are due by the time the monthly invoice is submitted (see Appendix I- Required Forms).

Milestones

In addition to the monthly payments, milestone payments of up to \$10,000, for which the Contractor can invoice based on the payment schedule included in the budget table of this attachment. Milestones will be paid as follows:

- Distribution of recipient of care survey in each community: \$500 per community
- Completion of collection and aggregation of Data Tool process data: \$500 per instance
- Completion of statewide analysis of recipient of care survey: \$1000 per instance
- Completion of each in-person community-wide learning session or statewide webinar: \$1000 per session
- 3. No benefits or insurance will be reimbursed by the State.
- 4. Invoices and reports (Appendix I) should reference this contract number, contain a current date of submission and a unique invoice number. Invoices should be submitted electronically to the following State Authorized Representatives:

Erin Flynn, Senior Policy Analyst Department of Vermont Health Access Erin.Flynn@ vermont.gov

Natalie Elvidge, Contract and Grants Administrator Department of Vermont Health Access Natalie.Elvidge@vermont.gov

- 5. Services performed between March 1, 2016 and the start of this contract that are in conformity with Attachment A can be billed under this contract.
- 6. The total maximum amount payable under this contract shall not exceed \$\$228,546.00.

The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables.

Budget Contract Period March 1, 2015- December 31, 2015

Facilitation	\$92,324
Milestones	\$10,000.00
Total	\$102,324

Budget Contract Period January 1, 2016- February 29, 2016

Facilitation	\$ 20,891
Milestones	\$0
Total	\$20,891

Budget Contract Period March 1, 2016- June 30, 2016

Facilitation	\$38,132.4 (4 payments of \$9,533.10)			
Milestones	\$5,000			
Total	\$43,132.40			

Budget Contract Period July 1 1, 2016- December 31, 2016

Facilitation	\$57,198.60 (6 payments of \$9,533.10)		
Milestones	\$5,000		
Total	\$62,198.60		

This amendment consists of 8 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #28362 dated March 1, 2015 shall remain unchanged and in full force and effect.

By the STATE OF VERMONT	By the CONTRACTOR:
Signature:	Signature:
Steven Costantino, Commissioner	Catherine Fulton, Executive Director
312 Hurricane Lane, Suite 201	132 Main Street, Suite 1
Williston, VT 05495-2087	Montpelier, VT 05602
Phone: 802-879-5901	Phone: 802-29-2152
Email: steven.costantino@vermont.gov	Email: catherinef@vpqhc.org

Appendix 1: Required Forms

DEPARTMENT OF VERMONT HEALTH ACCESS INVOICE

Co	NTRACTOR:					
	DRESS:					
	TY, STATE:					
ZIP	ZIP CODE:					
Inv	oice #:					
	Date:					
	ntract #:					
Contractor	r Billing Contac	t: Phone	e #:			
	C					
Signature:						
ates of Service Month, Year)	Description of	of Deliverables/Work Performed	Hours	Rate	Amount	
	Facilitation					
					1	
					1	
					1	
					1	
					1	
	Milestones:					
					1	
					1	
					1	
					1	
					1	
					1	
		TOTAL:				

Remittance Address:

Bill to Address:
Natalie Elvidge
Department of Vermont Health Access (DVHA)
NOB 1 South, 280 State Drive
Waterbury, VT 05671
Natalie.Elvidge@vermont.gov